

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

NANCY HERNANDEZ

Case No. 3:20-cv-00984

Plaintiff

v.

PARK CITY COMMUNITIES

Defendant

April 2, 2021

**CONSENT DECREE**

This Consent Decree is entered into by and between Plaintiff and Defendant, by and through their respective counsel (collectively, the "Parties").

WHEREAS, on July 15, 2020, Plaintiff filed a Complaint, claiming damages and seeking injunctive and declaratory relief pursuant to the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601 et seq., and state equivalent, Conn. Gen. Stat. §§ 46a-64c et seq.

WHEREAS, Defendant maintains that it has at all times acted in compliance with the FHA and other laws and denies any and all liability for the claims alleged in the Complaint.

WHEREAS, the Parties have the mutual desire to settle the case and to avoid protracted litigation.

WHEREAS, Defendant understands the legal requirement of complying with the Federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq., including, without limitation, by not discriminating on the basis of disability and with respect to requests for reasonable accommodations.

NOW, **THEREFORE**, it is hereby stipulated and agreed, by and among the Parties, that Plaintiffs' claims for damages and injunctive relief shall be compromised, settled, and released, upon and subject to the terms and conditions of this Consent Decree, as follows:

#### **TERMS**

- (1) Defendant shall pay to Plaintiff the liquidated sum total of twenty-one thousand dollars (\$21,000) no later than February 15, 2021 after the filing of this decree.  
Payment shall be made via good funds payable to "Connecticut Fair Housing Center as Trustee for Nancy Hernandez."

#### **NO ADMISSION OF LIABILITY**

- (2) This Consent Decree and all negotiations, statements, and proceedings in connection therewith shall not be construed, used, or deemed in any manner as any admission or concession by Defendant: (a) regarding the validity or enforceability of any of the claims asserted or that could have been asserted in the Complaint; or (b) of any fault, wrongdoing, omission or liability whatsoever with reference to any of the claims asserted or that could have been asserted in the Complaint. This Consent Decree and all negotiations, statements, and proceedings in connection therewith shall not be construed, used, or deemed to be evidence of any admission or concession that Plaintiffs have or have not suffered any damages in connection with this Action. The Consent Decree may be filed in any subsequent action brought against Plaintiffs or Defendant in order to support a defense or counterclaim by either party of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim.

### **MUTUAL RELEASE**

- (3) Plaintiffs and Defendant, and their respective heirs, executors, affiliates, agents and assigns, mutually release, acquit, and forever discharge each other with prejudice and subject to this Consent Decree from any and all claims, demands, causes of action, or liabilities, at law or in equity, arising out of the allegations in the Complaint and existing as of the Effective Date of this Consent Decree. This release includes any and all claims, demands, actions or causes of action, rights, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, arising out of the allegations in the complaint, that have been or could have been asserted in the Action or in any court tribunal, or proceeding; and any and all related charges or complaints, including all statutory, tort, contract, or other claims that were or might have been asserted by Plaintiffs or Plaintiffs' Counsel or Defendant or Defendant's Counsel in any court or administrative process.
- (4) The Plaintiff represents and warrants that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this Consent decree, and that there has not been, and agree that there will not be, an assignment or other transfer of any interest in any claim which the Plaintiffs may have against the Defendant.
- (5) Nothing in this Section shall preclude the parties from seeking to enforce the terms in this Consent Decree.

- (6) If any provision of this Consent Decree is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Consent Decree shall endure except for the part declared invalid or unenforceable by order of such court.
- (7) This Consent Decree shall be governed and construed in accordance with the laws of the State of Connecticut.

SO ORDERED

/s/ MICHAEL P. SHEA

DISTRICT COURT JUDGE

4-2-2021

DATE